

AG Contract No. KR95 1461TRN
ADOT ECS File No. JPA 95-117
Project: 008-YU-005/H3714 *OLH O/C*
Section: I-8B @ 32nd Street

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF YUMA

THIS AGREEMENT is entered into 5 September, 1995,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF YUMA, acting by and through its MAYOR and CITY COUNCIL
(the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. Incident to intersection improvements on I-8B at 32nd
Street contemplated by the State in the City, involving roadway
widening, new left turn lanes, curb and gutter w/ramps,
lighting, drainage and signal improvements/relocation, the
State and the City have agreed to participate in the
improvements, at an estimated total cost of \$750,000.00,
hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>20082</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>09/05/95</u>
<i>George Lee Zittel</i> Secretary of State
By <i>Vicky J. Greenwood</i>

II. SCOPE

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate City review comments.

b. Call for bids, and with the concurrence of the City, award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Obtain the concurrence of the City on any contractor contract modifications. Be responsible for any contractor claims for extra compensation attributable to the State.

c. Be responsible for two thirds (66.7%) of the cost of the Project, in an amount estimated at \$500,000.00. No more often than monthly, invoice the City for the City's proportionate one third (33.3%) share of the Project.

d. Upon completion, approve and accept the Project on behalf of the parties hereto, and provide maintenance within the State right-of-way, to include the traffic signal.

2. The City will:

a. Review the design documents and provide comments.

b. Be responsible for one third (33.3%) of the cost of the Project, in an amount estimated at \$250,000.00. No more often than monthly, reimburse the State for the City's proportionate one third (33.3%) share of the Project. Be responsible for any contractor claims for extra compensation attributable to the City.

c. Upon completion and acceptance of the Project by the State, provide maintenance outside the State right-of-way, and electrical energy to operate the traffic signal.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Yuma
City Administrator
180 West 1st Street
Yuma, AZ 85364

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF YUMA

By Marilyn R. Young
MARILYN R. YOUNG
Mayor

STATE OF ARIZONA

Department of Transportation

By Peter L. Enos
PETER L. ENO
Contract Administrator

ATTEST

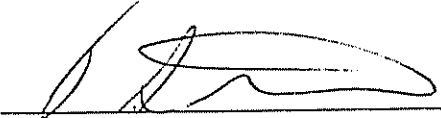
By Carrie Fassil
CARRIE FASSIL
City Clerk

JPA 95-117

RESOLUTION

BE IT RESOLVED on this 6th day of July 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Yuma for the purpose of defining responsibilities for the design, construction and maintenance of improvements to I-8B at the intersection of 32nd Street in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director

MEMORANDUM

To: City Clerk
Thru: Dave Campbell, Director, Community Development *DC*
Thru: Bob Wagner, City Engineer *BW*
From: Randy Hoskins, Traffic Engineer *RH*
Date: July 27, 1995
Subject: C.I.P. No. 5.9404/ Major Intersection Improvements
IGA transmittal for Council Action

The Arizona Department of Transportation (ADOT) has provided an intergovernmental agreement for the proposed widening project at the intersection of I-8B (Big Curve) and 32nd Street. This project would provide dual left turn lanes off of I-8B as well as widening 32nd Street from the intersection west to the existing widened section.

This work has been proposed to be accomplished under C.I.P. No. 5.9404, and is scheduled to be constructed during FY 96/97.

Please process the attached "Request for Council Action" so that the issue can be ratified by Council at its 8/16/95 meeting.

Attachment

cc: C.I.P. No. 5.9404 project file, w/attachment
Signature file, w/o attach.
Reading file, w/o attach.

Approved at the City Council Meeting of:

8/16/95
City Clerk: Carrie Fasil

APPROVAL OF THE YUMA CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF YUMA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 18TH day of August, 1995.

Steven W. Moore
City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-1461-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 27th day of August, 1995.

GRANT WOODS
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8918G/80